

At a Motion Term of the United States District Court, Northern District of New York, held at the United States Court House, Syracuse, New York on the ____ day of _____, 2022

PRESENT: HONORABLE NORMAN A. MORDUE
SENIOR UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CENTRAL NEW YORK LABORERS' HEALTH AND)	
WELFARE FUND by Janet Moro, as Fund Administrator;)	
CENTRAL NEW YORK LABORERS' PENSION FUND,)	
by Janet M. Moro, as Fund Administrator; CENTRAL NEW)	
YORK LABORERS' ANNUITY FUND, by Janet M. Moro,)	
as Fund Administrator; CENTRAL NEW YORK LABORERS'	)	ORDER
TRAINING FUND, by Janet M. Moro, as Fund Administrator; NEW YORK	)	REOPENING
STATE LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST, by	)	ACTION,
James Melius, as Administrator; NEW YORK STATE LABORERS HEALTH &	)	FIXING
SAFETY FUND, by James Melius, as Administrator; CONSTRUCTION AND	)	ATTORNEYS'
GENERAL LABORERS' LOCAL UNION NO. 633, by Gabriel M. Rosetti, III, as	)	FEES AND
Business Manager; and CONSTRUCTION EMPLOYERS' ASSOCIATION OF	)	ENTERING
CENTRAL NEW YORK, INC., by Earl R. Hall, as Executive Director,	)	JUDGMENT
)	
Plaintiffs,)	
)	
v.	)	Civil Action
	)	No.
JWJ INDUSTRIES, INC., JWJ INDUSTRIES, INC. d/b/a SEABIRD	)	12-cv-01319
ENVIRONMENTAL, SEABIRD ENVIRONMENTAL, and JEFFREY J. HOLBROOK,	)	(NAM/DEP)
Individually and as an Officer and Owner of JWJ Industries, Inc. and JWJ)	
Industries, Inc. d/b/a Seabird Environmental,)	
)	
Defendants.)	
)	

The Defendant Jeffrey J. Holbrook and Third Parties having executed a Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement executed on October 13, 2015, an Amendment to Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement executed on January 30, 2018, and a Tolling Agreement executed on

August 23, 2021, and having admitted to the jurisdiction of this Court over the subject matter of this action and having agreed to a reopening of this proceeding and entry of a final judgment in favor of Plaintiffs and against Defendant Jeffrey Holbrook upon Defendants' failure to comply with the terms of the Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement, Amendment to Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement, and Stipulation and Order of Discontinuance with Right to Reopen [Docket No. 51],

NOW, upon reading the Affidavit of Jennifer A. Clark, Esq., sworn to the 27th day of September, 2022, and the Affidavit of Renee Sager, sworn to the 16th day of September, 2022, setting forth in detail Defendants' obligation to Plaintiffs, calculation of the delinquency, and Defendants' failure to comply with the terms of a Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement, executed on October 13, 2015, and Amendment to Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement executed on January 30, 2018; and

It appearing to the Court that Defendant Jeffrey J. Holbrook has breached the terms of the Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement, executed on October 13, 2015 and Amendment to Stipulation of Settlement Together with Indemnification and Hold Harmless Agreement executed on January 30, 2018; it is

ORDERED, that the motion be and the same hereby is granted in all respects and the action is reopened; and it is further

ORDERED, that Plaintiff is awarded \$46,035.65 in attorneys' fees and costs for the period October 10, 2013 through September 13, 2022; and it is further

ORDERED, that judgment is entered in favor of Plaintiff and against Defendant Jeffrey J. Holbrook in the amount of \$2,860,611.49, representing \$1,175,099.11 in principal, \$1,639,476.73 in interest from October 22, 2013 through September 15, 2022, and \$46,035.65 in attorneys' fees and costs; and it is further

ORDERED, that the \$2,860,611.49 judgment entered herein in favor of the Plaintiff and against Defendant Jeffrey J. Holbrook shall bear interest thereon at the rate provided for by 28 U.S.C. Section 1961(a) from September 15, 2022, and that Plaintiffs have execution therefore.

IT IS SO ORDERED:

Entered:

Dated: October 31, 2022

A handwritten signature in black ink, reading "Norman A. Mordue". The signature is fluid and cursive, with the first name "Norman" being more prominent.

Honorable Norman A. Mordue
Senior United States District Judge